v. New York (1897) 165 U. S. 628, 17 Sup. Ct. 418. Or the state may prescribe the number of men to be employed in operating trains. *Chicago, R. I. & Pac. Ry. v. Arkansas* (1911) 219 U. S. 453, 31 Sup. Ct. 275. The decision in the principal case, while open to some doubt, if placed alone on either of the two grounds, is difficult to question when placed on both together.

CONSTITUTIONAL LAW—NATIONAL BANKS—DISCOUNT IN ADVANCE—EFFECT OF STATE DECISIONS ON USURY.—The defendant, a national bank doing business in the State of Georgia, had deducted interest in advance at the rate of eight *per cent.* on several loans made to the plaintiffs. The National Banking Act, Rev. St. sec. 5197, provides that a national bank may charge "interest at the rate allowed by the laws of the state." This action was brought to recover twice the amount of the interest paid, on the ground that a charge of eight *per cent.* collected in advance was usury according to the law of Georgia as interpreted by its highest court. *Held,* that the plaintiffs should not recover. Pitney, Brandeis, and Clarke, JJ., *dissenting. Evans v. National Bank of Savannah* (1919, U. S.) 40 Sup. Ct. 58.

Deducting interest in advance at the rate of eight *per cent.* has been held to be usury in Georgia. *Loganville Banking Co. v. Forrester* (1915) 143 Ga. 302, 84 S. E. 961. That ruling is supported in only a few jurisdictions. See *Mutual Ins. Co. v. Carpenter* (1883) 40 Oh. St. 260. The prevailing rule is that a deduction in advance of the highest legal rate of interest is not usury. *Fleckner v. United States Bank* (1823, U. S.) 8 Wheat. 338; *Bank of Newport v. Cook* (1895) 60 Ark. 288, 30 S. W. 35; *Cobe v. Guyer* (1909) 237 Ill. 516, 86 N. E. 1071. However, some states restrict the practice by statute to short term paper. *Covington v. Fisher* (1908) 22 Okla. 207, 97 Pac. 615 (one year). In no case has the taking of a lesser rate of interest deducted in advance been held to be usury. See *National Life Ins. Co. v. Donovan* (1909) 238 Ill. 283, 87 N. E. 356. The interesting point of the principal case is that the Supreme Court refused to follow the decision of the Georgia court in its interpretation of the state law. The majority rely on *dicta* expressed in cases deciding that the National Banking Act fixes the penalty to be enforced against a national bank for usury. *Farmers, etc., National Bank v. Dearing* (1875) 91 U. S. 29, 32; *Haseltine v. Central National Bank of Springfield* (1901) 183 U. S. 132, 22 Sup. Ct. 51. It was not necessary to those decisions to say that the state law had no other effect than to fix the rate of interest. But even so, it seems that it was not intended that the National Banking Act was to adopt *only* the mere language of the several state statutes as being the rate of interest "allowed by the laws of the state" and to allow separate national and state interpretation in each case as to what that language should mean. The whole purpose was to put national and state banks on the same footing with respect to usury. And it has been held that the state interpretation of what constitutes usury under its laws must apply to national banks. *Union National Bank v. Louisville N. A. & C. Ry.* (1896) 163 U. S. 325, 16 Sup. Ct. 1039. So a state decision that its statutes forbade compounding interest, as usury, was enforced as national law in an action against a national bank. *Citizens' National Bank v. Donnell* (1904) 195 U. S. 369, 25 Sup. Ct. 49. It is difficult to see how the principal case can be supported either on reason or authority.

COURTS—JURISDICTION—SUITS BETWEEN NON-RESIDENT CORPORATIONS.—The plaintiff and defendant were corporations organized under the laws of Maine. Each conducted mining operations in Arizona and had a place of business in Massachusetts. Two suits in equity were brought in Massachusetts, one to recover for ore wrongfully mined from the plaintiff's veins, and the second to

obtain reimbursement for the expense of pumping the defendant's mine, as provided by an Arizona statute. *Held,* that the court could not assume jurisdiction. *Arizona Commercial Mining Co. v. Iron Cap Copper Co.* (1919, Mass.) 124 N. E. 281.

Citizens of sister states are entitled, under the privileges and immunities clause of the federal Constitution, to sue in state courts on so-called "transitory" causes of action arising elsewhere, if citizens of the state are so entitled. *State ex rel. Prall v. District Court* (1914) 126 Minn. 501, 148 N. W. 463; *Ward v. Maryland* (1870, U. S.) 12 Wall. 418. However, since a corporation is not a citizen within the meaning of this provision, the refusal to take jurisdiction in the principal case was not improper. *Paul v. Virginia* (1868, U. S.) 8 Wall. 168. But states may limit the jurisdiction of their own courts so as to bar certain forms of actions or classes of litigants. *Robinson v. Oceanic Steam Nav. Co.* (1889) 112 N. Y. 315, 19 N. E. 625; see *Chambers v. Baltimore & Ohio R. R.* (1907) 207 U. S. 142, 148, 28 Sup. Ct. 34, 35. And, subject to the above constitutional limitation, courts may refuse to take jurisdiction of "transitory" actions between non-residents if they are against the public policy of the state. See *Howarth v. Lombard* (1900) 175 Mass. 570, 573, 56 N. E. 888, 889 (rights created by statute of a sister state); *The Belgenland* (1885) 114 U. S. 355, 363, 5 Sup. Ct. 860, 865 (collision on high seas between foreign vessels). So if complete justice cannot be done, or if the parties are put to unnecessary hardships, jurisdiction will be declined. *National Telephone Mfg. Co. v. DuBois* (1896) 165 Mass. 117, 42 N. E. 510; see (1918) 28 YALE LAW JOURNAL, 190. Courts of equity especially should and sometimes do look to the difficulties involved, as in the instant case, where the cause of action occurred and most of the witnesses resided in Arizona. But a provision in a contract that only a designated forum shall be the place of suit will ordinarily be disregarded as attempting to oust the court's jurisdiction. *Ibid.* It is submitted that, though the conclusion is sound, a more valid reason than non-residence existed, for courts may on principles of equity refuse to assume jurisdiction of "transitory" actions, if a proper trial or remedy cannot be afforded.

DAMAGES—COMPROMISE VERDICT.—In an action for damages to the plaintiff's hearse there was undisputed evidence that the repairs on it cost the plaintiff approximately $180, and that after being repaired, it was worth less than before the collision with the defendant's street car. The jury returned a verdict for $1. *Held,* that a new trial should be granted, as the amount of the verdict was conclusive evidence of an improper compromise. *F. & B. Livery Co. v. Indianapolis Traction & Terminal Co.* (1919, Ind. App.) 124 N. E. 493.

A verdict should represent the result of conscientious reflection by the entire jury upon the law as directed and the evidence in the case. *Ottawa v. Gilliland* (1901) 63 Kan. 165, 65 Pac. 252; *Williams v. Pressler* (1901) 11 Okla. 122, 65 Pac. 934. And arriving at their ultimate conclusion by lottery, or the tossing of a coin, will vitiate the verdict. *Mitchell v. Ehle* (1833, N. Y. Sup. Ct.) 10 Wend. 595; *Beakley v. Optimist Printing Co.* (1915) 28 Ida. 67, 152 Pac. 212. Likewise, if there is a previous agreement that the amount of the verdict shall be the quotient obtained by adding the amounts which each juror allows and dividing the aggregate sum by the number of jurors. *Campbell v. Brown* (1911) 85 Kan. 527, 117 Pac. 1010; *Carter v. Marshall Oil Co.* (1919, Iowa) 170 N. W. 798. But where there is no previous agreement to be bound by the result, a quotient verdict is valid. *City of Columbus v. Ogletree* (1897) 102 Ga. 293, 29 S. E. 749; *Hoover v. Town of Mapleton* (1900) 110 Iowa, 571, 81 N. W. 776. So the vitiating fact is the previous agreement to be bound by the result, *not* the fact that the verdict is the result of a compromise. And where